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EXAMINER

MORGAN, ROBERT W

ART UNIT	PAPER NUMBER
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3626

DATE MAILED: 10/27/2004

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/645,928

Applicant(s)

BENSON ET AL.

Examiner

Robert W. Morgan

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on ____.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-32 is/are pending in the application.
- 4a) Of the above claim(s) ____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) ____ is/are allowed.
- 6) ☒ Claim(s) 1-32 is/are rejected.
- 7) ☐ Claim(s) ____ is/are objected to.
- 8) ☐ Claim(s) ____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on ____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
 - ☐ Certified copies of the priority documents have been received in Application No. ____.
 - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413)
Paper No(s)/Mail Date. ____. |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date ____. | 6) <input type="checkbox"/> Other: ____. |

DETAILED ACTION

Notice to Applicant

1. This communication is in response the amendment filed 7/12/04 and the following has occurred: Claim 1 has been amended. Claims 1-32 are now presented for examination.

Claim Rejections - 35 USC § 103

2. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

3. Claims 1-9, 14-16 and 23 are rejected under 35 U.S.C. 103(a) as being unpatentable over U. S. Patent No. 6,526,386 to Chapman et al. and U.S. Patent No. 6,594,035 to Erlanger in view of U.S. Patent No. 6,119,093 to Walker et al.

As per claim 1, Chapman teaches a system for generating automobile insurance certificates from a remote computer terminal connected by a computer network (see: abstract). Chapman further teaches insurance agents (reads on “field agent geographically remote from the carrier”) electronically order insurance certificates from a remote terminal that may be renewal policies (reads on “renewal policy”) (step 310) (see: column 6, lines 31-35). Chapman also teaches that an agent might be required to edit a field in database table (700, Fig. 7) such as “Policy_Status” field (reads on “updating at the field agent computer the policy data by inputting data”) (see: column 6, lines 14-21).

Chapman fails to teach:

--the claimed displaying at the field agent computer Web pages, the Web page including policy data corresponding to a renewal policy;

-the claimed receiving at the field agent computer a bind Web page indicating that the proposed renewal policy for the subscriber is in condition such that the associated insurance carrier can be bound to the terms and conditions of the proposed renewal policy; and

--the claimed binding by field agent the associated insurance carrier to the terms and conditions of the proposed renewal policy by prompting the field agent enter a bind indication on the bind Web page and transmitting the bind Web page from the field agent computer to the carrier.

Erlanger teaches a data processing system where one or more insurance agents enter insurance seeker's pertinent information into the data processing system via computer terminal (reads on "displaying at the field agent computer") to facilitate the provision of insurance between the insurers and insurance seekers (see: column 7, lines 36-52). Erlanger further teaches that each insurance solicitation or application is received in the form of question to provide the data processing system data to match the insurance seeker to the most appropriate insurer (see: column 12, lines 13-22). The Examiner considers the insurance agent entering pertinent information via computer terminal on the behalf of the insurance carrier as the field agent entering a bind indication from the field agent computer.

Therefore, it would have obvious to a person of ordinary skill in the art at the time the invention was to include the data processing system including a field agent using applications in question form as taught by Erlanger within the system for generating automobile insurance certificates from a remote computer terminal as taught by Chapman with the motivation of

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enabling an insurance seeker to quickly and easily find an insurer that offers the insurance product that it desires at competitive premium and on competitive terms (see: column 2, lines 66 to column 3, lines 2).

Chapman and Erlanger fail to teach Web pages and a bind Web page indicating that the proposed policy for the subscriber is in condition such that the associated insurance carrier can be bound to the terms and conditions of the proposed renewal policy and binding the associated insurance carrier to the terms and conditions of the proposed renewal policy by entering a bind indication on the bind Web page.

Walker et al. teaches a system for facilitating the sale of insurance policies that includes web page confirmation (630, Fig. 6c) investment order's (see: column 8, lines 66 to column 9, lines 10).

One of ordinary skill in the art at the time the invention was made would have found it obvious to include the web page confirmation as taught by Walker et al. with system taught by Chapman and Erlanger with the motivation of providing a system where individuals may purchase an insurance policy by making an online transaction (see: Walker et al.: column 2, lines 30-32).

As per claim 2, Walker et al. teaches receiving one or more Bind Confirmation Web pages including acknowledgment that said associated insurance carrier has been bound to the terms and conditions of renewal policy reflecting the bind Web page (see: column 8, lines 66 to column 9, lines 10).

As per claim 3, it is rejected for the same set forth in claim 1.

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As per claims 4-6 and 8, the steps for receiving, updating and transmitting of sequence of web pages to the agents, for processing insurance on line including answering questions via Internet connection to an Insurance company Web server computer, and for issuing an certificate and/or binding. These feature are met by Chapman teaching that an agent might be required to edit a field in database table (700, Fig. 7) such as "Policy_Status" field (see: column 6, lines 14-21). In addition, Erlanger teaches that each insurance solicitation or application is received in the form of questions to provide the data processing system data to match the insurance seeker to the most appropriate insurer (see: column 12, lines 13-22). Additionally, Walker et al. teaches a system for facilitating the sale of insurance policies that includes web page confirmation (630, Fig. 6c) investment order's (see: column 8, lines 66 to column 9, lines 10).

The obviousness of combining the teachings of Chapman, Erlanger and Walker et al. are discussed in the rejection of claim 1, and incorporated herein.

As per claim 7, Erlanger teaches the claimed insurance policy and the predetermined questions are unrelated to insurance and the insurance carrier is any company issuing the policy (see: column 12, lines 60 to column 13, lines 5).

As per claim 9, Erlanger teaches the claimed field agent includes at least one of a subscriber to an insurance policy eligible for renewal and an employer responsible for the policy subscriber. This limitation is met by each insurance application that is received at the data processing system (101, Fig. 1) directly from an insurance seeker or indirectly through an entity that acts as an insurance agent for the insurance seeker or insurer (see: column 12, lines 3-6).

As per claim 14, it is rejected for the same reasons set forth in claim 9.

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As per claim 15, Chapman teaches a system for generating automobile insurance certificates from a remote computer terminal connected by a computer network (see: abstract). Chapman further teaches insurance agents electronically order insurance certificates from a remote terminal that may be renewal policies (step 310) (see: column 6, lines 31-35). Chapman also teaches that an agent might be required to edit a field in database table (700, Fig. 7) such as "Policy_Status" field (see: column 6, lines 14-21).

Chapman fails to teach:

--the claimed a network;

--the claimed a remote data displaying policy data in a form readable by the field agent;

and

--the policy generator and said remote data display connected to said network and the field agent able to legally bind the policy issuer to a renewal without underwriting analysis or risk analysis by the policy issuer.

Erlanger teaches a data processing system where one or more insurance agents enter insurance seeker's pertinent information into the data processing system via computer terminal (reads on "displaying at the field agent computer") to facilitate the provision of insurance between the insurers and insurance seekers (see: column 36-52). Erlanger further teaches each insurer, insurance seeker, reinsurer, reinsuree, insurance agent, and underwriter is capable of providing data to and receiving data from data processing system 101 via a data network (e.g., the Internet, etc...) (see: column 8, lines 9-13).

Therefore, it would have obvious to a person of ordinary skill in the art at the time the invention was to include the data processing system including a field agent using applications in

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question form as taught by Erlanger within the system for generating automobile insurance certificates from a remote computer terminal as taught by Chapman with the motivation of enabling an insurance seeker to quickly and easily find an insurer that offers the insurance product that it desires at competitive premium and on competitive terms (see: column 2, lines 66 to column 3, lines 2).

Chapman and Erlanger fail to teach legally binding the policy issuer to a renewal without underwriting analysis or risk analysis by the policy issuer.

Walker et al. teaches a system for facilitating the sale of insurance policies that includes web page confirmation (630, Fig. 6c) investment order's (see: column 8, lines 66 to column 9, lines 10). The Examiner considers the web page confirmation as a legally binding contract.

One of ordinary skill in the art at the time the invention was made would have found it obvious to include the web page confirmation as taught by Walker et al. with system taught by Chapman and Erlanger with the motivation of providing a system where individuals may purchase an insurance policy by making an online transaction (see: Walker et al.: column 2, lines 30-32).

As per claim 16, Chapman, Erlanger and Walker teach the claimed policy issuer is an insurance carrier, the policy is an insurance policy, the network is the Internet, and said policy data are data in the form of at least one Web page document. This limitation is met by Chapman teaching insurance agents electronically order insurance certificates from a remote terminal that may be renewal policies (reads on "policy is an insurance policy") (step 310) (see: column 6, lines 31-35). In addition, Erlanger teaches each insurer, insurance seeker, reinsurer, reinsuree,

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insurance agent, and underwriter is capable of providing data to and receiving data from data processing system 101 via a data network (e.g., the Internet, etc.) (see: column 8, lines 9-13).

Additionally, Walker et al. teaches a system for facilitating the sale of insurance policies that includes web page confirmation (630, Fig. 6c) investment order's (see: column 8, lines 66 to column 9, lines 10).

As per claim 23, Chapman teaches a system for generating automobile insurance certificates from a remote computer terminal connected by a computer network (see: abstract). Chapman further teaches insurance agents electronically order insurance certificates from a remote terminal that may be renewal policies (step 310) (see: column 6, lines 31-35). Chapman also teaches the input /edit of subscriber's information at the agent's terminal and a prior verification of renewal policies at the carrier before they can be renewed at the agent's terminal (see: column 5, lines 60 to column 6, line 30 and column 6, lines 38-41). Additionally, Chapman teaches that cancellation for expiration or without a timely renewal is generated automatically by the system from database (reads on "database of policy data for at least one insurance policy eligible for renewal") records (see: column 4, lines 17-20). In addition, Chapman teaches the use of the Citrix Winframe Server link through Citrix connection with security provided by the operator of the secure private network, as illustrated in the startup screen (400, Fig. 4) forming a part of software interface (126, Fig. 1) (see: column 5, lines 32-48).

Chapman fails to teach:

--the claimed display said policy data on said user interface,

--the claimed prompt the field agent by displaying predetermined questions on said user interface to update the policy data,

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--the claimed receive from the field agent updated policy data including updated subscriber information,

--the claimed displayed the updated policy data on the user interface such that the field agent can evaluate the updated policy data

--the claimed receive policy data from said server for an insurance policy eligible for renewal wherein the policy data includes information relating to a subscriber of said policy,

--the claimed display said policy data on said user interface,

--the claimed prompt the field agent by displaying predetermined questions on said user interface to update the policy data,

--the claimed receive from the field agent updated policy data including updated subscriber information,

--the claimed displayed the updated policy data on the user interface such that the field agent can evaluate the updated policy data, and

--the claimed enable the field agent to legally bind the insurance carrier to a renewal of the policy associated with the evaluated policy data, wherein the binding is accomplished by a decision process undertaken independently by the field agent without underwriting analysis and risk analysis by the insurance carrier.

Erlanger teaches a data processing system where one or more insurance agents enter insurance seeker's pertinent information into the data processing system via computer terminal to facilitate the provision of insurance between the insurers and insurance seekers (see: column 7, lines 36-52). Erlanger further teaches that each insurance solicitation or application is received in the form of question to provide the data processing system data to match the insurance seeker to

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the most appropriate insurer (see: column 12, lines 13-22). Erlanger also teaches each insurer, insurance seeker, reinsurer, reinsuree, insurance agent, and underwriter is capable of providing data to and receiving data from data processing system 101 via a data network (e.g., the Internet, etc.) (see: column 8, lines 9-13).

Therefore, it would have obvious to a person of ordinary skill in the art at the time the invention was to include the data processing system including a field agent using applications in question form as taught by Erlanger within the system for generating automobile insurance certificates from a remote computer terminal as taught by Chapman with the motivation of enabling an insurance seeker to quickly and easily find an insurer that offers the insurance product that it desires at competitive premium and on competitive terms (see: column 2, lines 66 to column 3, lines 2).

Chapman and Erlanger fail to teach legally binding the policy issuer to a renewal without underwriting analysis or risk analysis by the policy issuer.

Walker et al. teaches a system for facilitating the sale of insurance policies that includes web page confirmation (630, Fig. 6c) investment order's (see: column 8, lines 66 to column 9, lines 10). The Examiner considers the web page confirmation as a legally binding contract.

One of ordinary skill in the art at the time the invention was made would have found it obvious to include the web page confirmation as taught by Walker et al. with system taught by Chapman and Erlanger with the motivation of providing a system where individuals may purchase an insurance policy by making an online transaction (see: Walker et al.: column 2, lines 30-32).

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4. Claims 10-11 and 13 are rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent No. 6,526,386 to Chapman et al. in view of U.S. Patent No. 6,119,093 to Walker et al.

As per claim 10, Chapman teaches a system and method for generating insurance certificates from remote computer terminal by a computer network to a central computer (see: column 1, lines 43-46). Chapman further teaches insurance agents electronically order insurance certificates from a remote terminal that may be renewal policies (step 310) (see: column 6, lines 31-35). Chapman also teaches that cancellation for expiration or without a timely renewal is generated automatically by the system from database records (see: column 4, lines 17-20). In addition, Chapman et al teaches the input /edit of subscriber's information at the agent's terminal and a prior verification of renewal policies at the carrier before they can be renewed at the agent's terminal (see: column 5, lines 60 to column 6, line 30 and column 6, lines 38-41).

Chapman fails to teach binding the policy issuer to a policy using a third Web page including binding indication data.

Walker et al. teaches a system for facilitating the sale of insurance policies that includes web page confirmation (630, Fig. 6c) investment order's (see: column 8, lines 66 to column 9, lines 10).

One of ordinary skill in the art at the time the invention was made would have found it obvious to include the web page confirmation as taught by Walker et al. within the system for generating automobile insurance certificates from a remote computer terminal as taught by Chapman with the motivation of providing a system where individuals may purchase an insurance policy by making an online transaction (see: Walker et al.: column 2, lines 30-32).

As per claim 11, Chapman et al. teaches the input /edit of subscriber's information at the

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agent's terminal and a prior verification of renewal policies at the carrier before they can be renewed at the agent's terminal (see: column 5, lines 60 to column 6, line 30 and column 6, lines 38-41).

Chapman fails to teach transmitting the updated information relating the policy as part of a Web page.

Walker et al. teaches a system for facilitating the sale of insurance policies that includes web page confirmation (630, Fig. 6c) investment order's (see: column 8, lines 66 to column 9, lines 10).

As per claim 13, Chapman teaches the claimed policy issuer is an insurance carrier and the policy is a renewal insurance contract having terms under which an insurance carrier issuing the policy is legally bound. This feature is met by insurance agents electronically order insurance certificates from a remote terminal that may be renewal policies (step 310) (see: column 6, lines 31-35)

5. Claim 12 is rejected under 35 U.S.C. 103(a) as being unpatentable over U. S. Patent No. 6,526,386 to Chapman et al. and U.S. Patent No. 6,119,093 to Walker et al. in view of Official Notice.

As per claim 12, Chapman and Walker et al. fail to teach the total time require between said transmitting update information relating to said policy step and said enabling the field agent to bind the policy issuer step is not more than five minutes.

The Examiner take Official Notice that time restraints such as a five-minute limit being placed on any Internet transaction before a user is logged off and must logon back on the complete the transactions is old and well know in the computer industry. Therefore, it would

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have been obvious at the time the invention was made to including time requirements within the system taught by Chapman and Walker et al. with the motivation of providing security measures to the computer user thereby protecting the users from misuse by any unauthorized users.

6. Claims 17-22 and 24-32 are rejected under 35 U.S.C. 103(a) as being unpatentable over U. S. Patent No. 6,526,386 to Chapman et al., U.S. Patent No. 6,594,035 to Erlanger, U.S. Patent No. 6,119,093 to Walker et al. in view of U.S. Patent No. 6,604,080 to Kern.

As per claim 17, Chapman, Erlanger and Walker et al. teach a system and method for generating insurance certificates from remote computer terminal by a computer network to a central computer (see: Chapman: column 1, lines 43-46). Chapman, Erlanger and Walker et al. further teaches insurance agents electronically order insurance certificates from a remote terminal that may be renewal policies (step 310) (see: Chapman: column 6, lines 31-35). Chapman, Erlanger and Walker et al. also teach that cancellation for expiration or without a timely renewal are generated automatically by the system from database records (see: Chapman: column 4, lines 17-20). In addition, Chapman, Erlanger and Walker et al. teach the input /edit of subscriber's information at the agent's terminal and a prior verification of renewal policies at the carrier before they can be renewed at the agent's terminal (see: Chapman: column 5, lines 60 to column 6, line 30 and column 6, lines 38-41).

Chapman, Erlanger and Walker et al. fail to teach policy data relating to the subscriber including at least one of a number of employees, a payroll amount, an insurance work class code, and a work class description.

Kern teaches an automated system and method of compiling rates to be charged for standard worker's compensation policy including the Glen Retirement Center using the

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classification worksheet enters classification code, number of employees and the payroll (see: column 29, lines 38-43).

One of ordinary skill in the art at the time the invention was made would have found it obvious to include policy data such as number of employees, payroll amount and work class code as taught by Kern with the system as taught by Chapman, Erlanger and Walker et al. with the motivation of providing the insurance carrier with accurate information in order to best calculate the best insurance rate for the client.

As per claim 18, Chapman, Erlanger and Walker et al. teach the claimed step of displaying at the field agent computer further comprises displayed at the field agent computer policy data corresponding to a renewal (see: Erlanger: column 7, lines 36-52 and Chapman: column 5, lines 60 to column 6, lines 30 and column 6, lines 38-41).

Chapman, Erlanger and Walker et al. fail to teach the claimed workman's compensation insurance policy.

Kern teaches an automated system and method of compiling rates to be charged for standard worker's compensation policy (see: abstract).

The obviousness of combining the teachings of Kern with the system of Chapman, Erlanger and Walker et al. are is discussed in the rejection of claim 17, and incorporated herein.

As per claim 19, Chapman, Erlanger and Walker et al. teach the claimed step of providing the field agent with predetermined questions further comprises prompting the field agent to input into the field agent computer updated policy data (see: Erlanger: column 12, lines 13-22).

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Chapman, Erlanger and Walker et al. fail to teach policy data relating to the subscriber including at least one of a number of employees, a payroll amount, an insurance work class code, and a work class description.

Kern teaches an automated system and method of compiling rates to be charged for standard worker's compensation policy including the Glen Retirement Center using the classification worksheet enters classification code, number of employees and the payroll (see: column 29, lines 38-43).

The obviousness of combining the teachings of Kern with the system of Chapman, Erlanger and Walker et al. are is discussed in the rejection of claim 17, and incorporated herein.

As per claim 20, Chapman, Erlanger and Walker et al. teach the claimed step of receiving at the field agent computer further comprises receiving at the field agent computer policy data corresponding to a renewal of a workman's compensation insurance policy (see: Erlanger: column 12, lines 13-22 and Chapman: column 5, lines 60 to column 6, lines 30 and column 6, lines 38-41).

As per claim 21, it is rejected for the same reasons set forth in claim 19.

As per claim 22, Chapman, Erlanger and Walker et al. teach the claimed at least one renewal policy (see: Chapman: column 5, lines 60 to column 6, lines 30 and column 6, lines 38-41).

Chapman, Erlanger and Walker et al. fail to teach the claimed renewal policy is a workman's compensation insurance policy.

Kern teaches an automated system and method of compiling rates to be charged for standard worker's compensation policy (see: abstract).

The obviousness of combining the teachings of Kern with the system of Chapman, Erlanger and Walker et al. are is discussed in the rejection of claim 17, and incorporated herein.

As per claim 24, Chapman, Erlanger and Walker et al. fail to teach the claimed insurance policy is a workman's compensation insurance policy, wherein the subscriber is an employer.

Kern teach that in order to insure that there are no gaps in coverage arising from the separation of the workers' compensation exposure from the employers liability exposure, policies are issued simultaneously to an employer (see: column 17, lines 64-66).

The obviousness of combining the teachings of Kern with the system of Chapman, Erlanger and Walker et al. are is discussed in the rejection of claim 17, and incorporated herein.

As per claims 25-26, they are rejected for the same reasons set forth in claims 17 and 18.

As per claim 27, Kern teaches the claimed subscriber information further comprises information relating to whether the employer financially contributes to a medical plan available to employees included within a specific insurance work classification (see: column 18, lines 24-31 and lines 46-55).

As per claim 28, Kern teaches the claimed subscriber information further comprises information relating to whether the employer has an existing Experience Modification (see: column 20, lines 12-18).

As per claim 29, Kern teaches the claimed if an employer has existing Experience Mods, subscriber information further comprises information relating to at least a most recent Experience Modification in decimal format (see: column 20, lines 12-18 and column 3, lines 5-13).

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As per claim 30, Kern teaches the claimed wherein subscriber information further comprises information relating to at least one of: whether the employer at least one of owns, operates, and leases aircraft; whether the employer at least one of owns, operates, and leases watercraft; whether the employer performs any work underground or above fifteen feet; whether the employer performs any work on at least one of barges, vessels docks, and bridges over water; whether the employer provides any group transportation; and whether the employer leases employees to or from other employers (see: Fig. 8 and Fig. 9).

As per claim 31, Chapman, Erlanger and Walker et al. teach the claimed remote computer is further configured to display and print updated policy data (see: column 4, lines 14-17).

Chapman, Erlanger and Walker et al. fail to teach the policy data including a premium basis, an estimated annual premium, and a work class description for each insurance work class code assigned to the employer.

Kern teaches after all classification information is entered the user can scroll down to estimated annual premium field (see: column 23, lines 46-50 and Fig. 18).

As per claim 32, Chapman teaches the claimed remote computer is further configured to search said database for a specific insurance policy eligible for renewal by prompting the field agent to input at least one of a policy number and an account name (see: column 5, lines 61 to column 6, lines 12).

Response to Arguments

7. Applicant's arguments filed 7/12/04 have been fully considered but they are not persuasive. Applicant's arguments will be addressed hereinbelow in the order in which they appear in the response filed 7/12/04.

(A) In the remarks, Applicants argue in substance that, (1) Chapman, Erlanger, Walker or Kern do not describe or suggest a method for evaluating insurance policy data corresponding to a proposed renewal policy for binding an associated insurance carrier and renewing the policy under the authority of a field agent geographically remote from the carrier, wherein the method includes receiving at the field agent computer a bind Web page indicating that the proposed renewal policy for the subscriber is in condition such that the associated insurance carrier can be bound to the terms and conditions of the proposed renewal policy; (2) Chapman, Erlanger, Walker or Kern do not describe or suggest binding by the field agent the associated insurance carrier to the terms and conditions of the proposed renewal policy by prompting the field agent to enter a bind indication on the bind Web page and transmitting the bind Web page from the field agent computer to the carrier; (3) Chapman, Erlanger, Walker or Kern do not describe or teach a field agent binding an associated insurance carrier to the terms and conditions of a proposed renewal policy; (4) Chapman, Erlanger, Walker or Kern do not describe or suggest binding the insurance carrier to the terms and conditions of a renewal policy reflecting the answers by entering a bind indication into field agent computer, wherein binding is accomplished by a decision process undertaken by the field agent without including external underwriting and rating processes; and (5) Walker does not teach or describe providing a field agent with predetermined questions by displaying the predetermined questions on a field agent computer wherein the

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predetermined questions are selected so as to minimize financial risk to an insurance carrier of being contractually bound to policy terms unfavorable to the insurance carrier; (6) Chapman, Erlanger, Walker or Kern do not describe or teach data identifying one or more eligible policies to be renewed; (7) Chapman, Erlanger, Walker or Kern do not describe or teach binding a policy issuer to a policy associated with renewal policy data wherein the binding is accomplished by a decision process undertaken independently by the field agent without including underwriting and risk assessment; (8) Chapman, Erlanger, Walker or Kern do not describe or suggest a policy renewal system that includes a remote data display that is associated with a field agent located in a geographically remote location from a policy issuer; (9) Chapman, Erlanger, Walker or Kern do not describe or suggest a system for renewing an insurance policy that includes a server containing a database of policy data for at least one insurance policy eligible for renewal wherein the server is associate with an insurance carrier issuing the at least one insurance policy; and (10) There is no suggestion or motivation for the combination the references of Chapman, Erlanger, Walker, the Official Notice, or Kern and the rejection appears to based on a impermissible hindsight reconstruction to pick and choose among isolated disclosure in the prior art so that the claimed invention is rendered obvious.

(B) In response to Applicant's argument that, (1) Chapman, Erlanger, Walker or Kern do not describe or suggest a method for evaluating insurance policy data corresponding to a proposed renewal policy for binding an associated insurance carrier and renewing the policy under the authority of a field agent geographically remote from the carrier, wherein the method includes receiving at the field agent computer a bind Web page indicating that the proposed renewal policy for the subscriber is in condition such that the associated insurance carrier can be

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bound to the terms and conditions of the proposed renewal policy. The Examiner respectfully submits the reference of Chapman teaches a system for generating automobile insurance certificates from a remote computer terminal connected by a computer network (see: abstract). Chapman further teaches insurance agents (reads on “field agent geographically remote from the carrier”) electronically order insurance certificates from a remote terminal that may be renewal policies (reads on “renewal policy”) (step 310) (see: column 6, lines 31-35). Chapman also teaches that an agent might be required to edit a field in database table (700, Fig. 7) such as “Policy_Status” field (reads on “updating at the field agent computer the policy data by inputting data”) (see: column 6, lines 14-21). Walker was relied for teaching a system for facilitating the sale of insurance policies that includes web page confirmation (630, Fig. 6c) investment order’s (see: column 8, lines 66 to column 9, lines 10). The Examiner considers the web page confirmation as equivalent to a bind Web page indicating that the proposed policy for the subscriber is in condition such that the associated insurance carrier can be bound to the terms and conditions of the proposed policy.

(C) In response to Applicant’s argument that, (2) Chapman, Erlanger, Walker or Kern do not describe or suggest binding by the field agent the associated insurance carrier to the terms and conditions of the proposed renewal policy by prompting the field agent to enter a bind indication on the bind Web page and transmitting the bind Web page from the field agent computer to the carrier. The Examiner respectfully submit the reference of Erlanger teaches a data processing system where one or more insurance agents enter insurance seeker’s pertinent information into the data processing system via computer terminal to facilitate the provision of insurance between the insurers and insurance seekers (see: column 7, lines 36-52). Erlanger

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further teaches that each insurance solicitation or application is received in the form of question to provide the data processing system data to match the insurance seeker to the most appropriate insurer (see: column 12, lines 13-22). The Examiner considers the insurance agent entering pertinent information via computer terminal on the behalf of the insurance carrier as the field agent entering a bind indication from the field agent computer. Walker was relied for teaching a system for facilitating the sale of insurance policies that includes web page confirmation (630, Fig. 6c) investment order's (see: column 8, lines 66 to column 9, lines 10). The Examiner considers the web page confirmation as equivalent to the bind Web page.

(D) In response to Applicant's argument that, (3) Chapman, Erlanger, Walker or Kern do not describe or teach a field agent binding an associated insurance carrier to the terms and conditions of a proposed renewal policy. The Examiner respectfully submits the reference of Chapman teaches a system for generating automobile insurance certificates from a remote computer terminal connected by a computer network (see: abstract). Chapman further teaches insurance agents electronically order insurance certificates from a remote terminal that may be renewal policies (reads on "renewal policy") (step 310) (see: column 6, lines 31-35). Walker et al. is relied on for teaching a system for facilitating the sale of insurance policies that includes web page confirmation (630, Fig. 6c) investment order's (see: column 8, lines 66 to column 9, lines 10). The Examiner considers that once the user receives web page confirmation certain terms and conditions of a policy met.

(E) In response to Applicant's argument that, (4) Chapman, Erlanger, Walker or Kern do not describe or suggest binding the insurance carrier to the terms and conditions of a renewal policy reflecting the answers by entering a bind indication into field agent computer, wherein

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binding is accomplished by a decision process undertaken by the field agent without including external underwriting and rating processes. The Examiner respectfully submits that Erlanger teaches a data processing system where one or more insurance agents enter insurance seeker's pertinent information into the data processing system via computer terminal to facilitate the provision of insurance between the insurers and insurance seekers (see: column 7, lines 36-52). Erlanger further teaches that each insurance solicitation or application is received in the form of question to provide the data processing system data to match the insurance seeker to the most appropriate insurer (see: column 12, lines 13-22). Erlanger also teaches each insurer, insurance seeker, reinsurer, reinsuree, insurance agent, and underwriter is capable of providing data to and receiving data from data processing system 101 via a data network (e.g., the Internet, etc...) (see: column 8, lines 9-13). This indicates that the insurance agent enters and essentially binds the insurance seeker to a policy using an insurance application that receives and processes data entered by the agent.

(F) In response to Applicant's argument that, (5) Walker does not teach or describe providing a field agent with predetermined questions by displaying the predetermined questions on a field agent computer wherein the predetermined questions are selected so as to minimize financial risk to an insurance carrier of being contractually bound to policy terms unfavorable to the insurance carrier. The Examiner respectfully submits Erlanger teaches a data processing system where one or more insurance agents enter insurance seeker's pertinent information into the data processing system via computer terminal (reads on "displaying at the field agent computer") to facilitate the provision of insurance between the insurers and insurance seekers (see: column 7, lines 36-52). Erlanger further teaches that each insurance solicitation or

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application is received in the form of question to provide the data processing system data to match the insurance seeker to the most appropriate insurer (see: column 12, lines 13-22). The Examiner considers the insurance agent entering pertinent information via computer terminal on the behalf of the insurance carrier as the field agent entering a bind indication from the field agent computer. This suggests that the computer used by the insurance agents receives information to questions to better match potential insurance seeker to the most appropriate insurer. In addition, the Examiner considers the question to include factors to minimize financial risk to an insurance carrier of being contractually bound to policy terms unfavorable to the insurance carrier. Additionally, Walker et al. is relied on for teaching a system for facilitating the sale of insurance policies that includes web page confirmation (630, Fig. 6c) investment order's (see: column 8, lines 66 to column 9, lines 10). The Examiner considers the web page confirmation as a legally binding contract.

(G) In response to Applicant's argument that, (6) Chapman, Erlanger, Walker or Kern do not describe or teach data identifying one or more eligible policies to be renewed. The Examiner respectfully submits Chapman teaches an input /edit of subscriber's information at an insurance agent's terminal and a prior verification of renewal policies at the carrier before they can be renewed at the agent's terminal (see: column 5, lines 60 to column 6, line 30 and column 6, lines 38-41). Additionally, Chapman teaches that cancellation for expiration or without a timely renewal is generated automatically by the system from database records (see: column 4, lines 17-20). This clearly indicates that the system's database records generate information regarding identifying eligible renewal policies automatically.

(H) In response to Applicant's argument that, (7) Chapman, Erlanger, Walker or Kern do not describe or teach binding a policy issuer to a policy associated with renewal policy data wherein the binding is accomplished by a decision process undertaken independently by the field agent without including underwriting and risk assessment. The Examiner respectfully submits the reference of Erlanger teaches a data processing system where one or more insurance agents enter insurance seeker's pertinent information into the data processing system via computer terminal to facilitate the provision of insurance between the insurers and insurance seekers (see: column 36-52). Erlanger further teaches each insurer, insurance seeker, reinsurer, reinsuree, insurance agent, and underwriter is capable of providing data to and receiving data from data processing system 101 via a data network (e.g., the Internet, etc...) (see: column 8, lines 9-13). The Examiner considers information entered by the insurance agents to facilitate the insurance process to be completed without using underwriting and risk assessment. The insurance agent can merely receive information from the insurance seeker to purchase renewal insurance that would be independent of any underwriting and risk assessment. In addition, Walker et al. is relied on for teaching a system for facilitating the sale of insurance policies that includes web page confirmation (630, Fig. 6c) investment order's (see: column 8, lines 66 to column 9, lines 10). The Examiner considers the web page confirmation as a legally binding a policy issuer to a policy.

(I) In response to Applicant's argument that, (8) Chapman, Erlanger, Walker or Kern do not describe or suggest a policy renewal system that includes a remote data display that is associated with a field agent located in a geographically remote location from a policy issuer. The Examiner respectfully submits Chapman teaches a system for generating automobile

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insurance certificates from a remote computer terminal connected by a computer network (see: abstract). Chapman further teaches insurance agents (reads on “field agent geographically remote from a policy issuer”) electronically order insurance certificates from a remote terminal that may be renewal policies (step 310) (see: column 6, lines 31-35). In addition, Erlanger teaches a data processing system where one or more insurance agents enter insurance seeker’s pertinent information into the data processing system via computer terminal (reads on “remote data display that is associated with a field agent”) to facilitate the provision of insurance between the insurers and insurance seekers (see: column 7, lines 36-52).

(J) In response to Applicant’s argument that, (9) Chapman, Erlanger, Walker or Kern do not describe or suggest a system for renewing an insurance policy that includes a server containing a database of policy data for at least one insurance policy eligible for renewal wherein the server is associate with an insurance carrier issuing the at least one insurance policy. The Examiner respectfully submits Chapman teaches a system for generating automobile insurance certificates from a remote computer terminal connected by a computer network (see: abstract). Chapman further teaches insurance agents electronically order insurance certificates from a remote terminal that may be renewal policies (step 310) (see: column 6, lines 31-35). Chapman also teaches the input /edit of subscriber’s information at the agent’s terminal and a prior verification of renewal policies at the carrier before they can be renewed at the agent’s terminal (see: column 5, lines 60 to column 6, line 30 and column 6, lines 38-41). Additionally, Chapman teaches that cancellation for expiration or without a timely renewal is generated automatically by the system from database (reads on “database of policy data for at least one insurance policy eligible for renewal”) records (see: column 4, lines 17-20). In addition, Chapman teaches the use

of the Citrix Winframe Server link through Citrix connection with security provided by the operator of the secure private network, as illustrated in the startup screen (400, Fig. 4) forming a part of software interface (126, Fig. 1) (see: column 5, lines 32-48).

(K) In response to Applicant's argument that, (10) There is no suggestion or motivation for the combination the references of Chapman, Erlanger, Walker, the Official Notice, or Kern and the rejection appears to be based on an impermissible hindsight reconstruction to pick and choose among isolated disclosures in the prior art so that the claimed invention is rendered obvious. The Examiner respectfully submits that establishing a *prima facie* case of obviousness is determined on the basis of the evidence as a whole and the relative persuasiveness of the arguments. See *In re Oetiker*, 977 F.2d 1443, 1445, 24 USPQ2d 1443, 1444 (Fed. Cir. 1992); *In re Hedges*, 783 F.2d 1038, 1039, 228 USPQ 685,686 (Fed. Cir. 1992); *In re Piasecki*, 745 F.2d 1468, 1472, 223 USPQ 785,788 (Fed. Cir. 1984); and *In re Rinehart*, 531 F.2d 1048, 1052, 189 USPQ 143,147 (CCPA 1976). Using this standard, the Examiner respectfully submits that he has at least satisfied the burden of presenting a *prima facie* case of obviousness, since he has presented evidence of corresponding claim elements in the prior art and has expressly articulated the combinations and the motivations for combinations that fairly suggest Applicant's claimed invention (see: paper dated 4/13/04).

In addition, the Examiner recognizes obviousness is not determined by what the references expressly state but by what they would reasonably suggest to one of ordinary skill in the art, as supported by decisions in *In re DeLisle* 406 Fed 1326, 160 USPQ 806; *In re Kell, Terry and Davies* 208 USPQ 871; and *In re Fine*, 837 F.2d 1071, 1074, 5 USPQ 2d 1596, 1598 (Fed. Cir. 1988) (citing *In re Lalu*, 747 F.2d 703, 705, 223 USPQ 1257, 1258 (Fed. Cir. 1988)).

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Further, it was determined in *In re Lamberti et al*, 192 USPQ 278 (CCPA) that:

- (i) obviousness does not require absolute predictability;
- (ii) non-preferred embodiments of prior art must also be considered; and
- (iii) the question is not express teaching of references, but what they would suggest.

Additionally, the Examiner recognizes that references cannot be arbitrarily altered or modified and that there must be some reason why one skilled in the art would be motivated to make the proposed modifications. However, although the Examiner agrees that the motivation or suggestion to make modifications must be articulated, it is respectfully contended that there is no requirement that the motivation to make modifications must be expressly articulated within the references themselves. References are evaluated by what they suggest to one versed in the art, rather than by their specific disclosures, *In re Bozek*, 163 USPQ 545 (CCPA 1969).

Furthermore, the motivation to combine the teachings of Chapman, Erlanger, Walker or Kern is given in the previous Office Action (see: paper dated 4/13/04) from suggested passage within the references.

As such, it is respectfully submitted that an explanation based on logic and sound scientific reasoning of one ordinarily skilled in the art at the time of the invention that support a holding of obviousness has been adequately provided by the motivations and reasons indicated by the Examiner in the prior Office Action (paper number 6), *Ex parte Levengood*, 28 USPQ2d 1300 (Bd. Pat. App. & Inter., 4/22/93).

Conclusion

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a).

Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

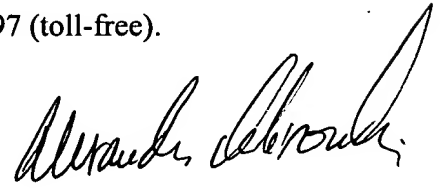
A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Robert W. Morgan whose telephone number is (703) 605-4441. The examiner can normally be reached on 8:30 a.m. - 5:00 p.m. Mon - Fri.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Joseph Thomas can be reached on (703) 305-9588. The fax phone number for the organization where this application or proceeding is assigned is 703-872-9306.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

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PRIMARY EXAMINER